

Southern Pacific Transportation Company

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(415) 541-1000

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(415) 541-1757

RECORDATION NO. 7301-B Filed 1425

AUG 18 1987 - 3 40 PM

August 12, 1987

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7301-C Filed 1426

AUG 18 1987 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Twelfth Street and Constitution Avenue, N.W.
Washington, D.C. 20423

RE: Agreement of Conditional Sale dated as of
September 1, 1973, among Southern Pacific
Transportation Company, Metropolitan Life
Insurance Company, as Assignee, and
General Motors Corporation

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) counterparts each of First Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of June 1, 1987, between Southern Pacific Transportation Company and Metropolitan Life Insurance Company, amending the above-entitled Agreement of Conditional Sale and Agreement and Assignment dated as of September 1, 1973, together with this Company's voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 (former Section 20c) in this matter:

Ms. Noreta R. McGee
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Agreement of Conditional Sale dated as of September 1, 1973, between General Motors Corporation (Electro-Motive Division) and Southern Pacific Transportation Company, recorded on January 17, 1974, at 2:25 PM, assigned Recordation No. 7301; and

Amendment Agreement dated as of May 1, 1976, recorded on June 8, 1976, at 2:55 PM, assigned Recordation No. 7301-A.

In connection with the recording of the enclosed First Supplemental Agreement and Assignment and Transfer of Certain Road Equipment, each dated as of June 1, 1987, the following information is set forth in accordance with the provisions of Section 57.4 of the Commission's Order of July 28, 1952, as amended:

First Supplemental Agreement dated as of June 1, 1987, between Southern Pacific Transportation Company Vendee, and Metropolitan Life Insurance Company, Assignee.

General Description of Equipment Covered by
First Supplemental Agreement

<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 4121 (GRIP Date - March 1978).

Assignment and Transfer of Certain Road Equipment dated as of June 1, 1987, among Southern Pacific Transportation Company, Vendee, Metropolitan Life Insurance Company, Assignee, and General Motors Corporation (Electro-Motive Division), Builder.

General Description of Equipment Covered by
Assignment and Transfer of Certain Road Equipment

<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 9321.

Ms. Noreta R. McGee
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Agreement of Conditional Sale dated as of September 1, 1973, between General Motors Corporation (Electro-Motive Division) and Southern Pacific Transportation Company, recorded on January 17, 1974, at 2:25 PM, assigned Recordation No. 7301; and

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General Description of Equipment Covered by
First Supplemental Agreement

<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 4121 (GRIP Date - March 1978).

Assignment and Transfer of Certain Road Equipment dated as of June 1, 1987, among Southern Pacific Transportation Company, Vendee, Metropolitan Life Insurance Company, Assignee, and General Motors Corporation (Electro-Motive Division), Builder.

General Description of Equipment Covered by
Assignment and Transfer of Certain Road Equipment

<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 9321.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

CONDITIONAL SALE AGREEMENT

DATED AS OF SEPTEMBER 1, 1973

RECORDATION NO. 7301-C Filed 1825

AUG 18 1987 - 3 40 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of June 1, 1987

METROPOLITAN LIFE INSURANCE COMPANY

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT, dated as of the first day of June, 1987, by METROPOLITAN LIFE INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of New York, Assignee under the Conditional Sale Agreement hereinafter mentioned (hereinafter called the "Assignee"), to SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, by a certain Conditional Sale Agreement, bearing date as of September 1, 1973, by and between General Motors Corporation (Electro-Motive Division), a corporation organized and existing under the laws of the State of Delaware (hereinafter called the "Builder"), and the Company, pursuant to which Builder agreed to build, sell and deliver to the Company, and the Company agreed to purchase certain railroad equipment (hereinafter called the "Equipment"), consisting of diesel locomotives, all as described in the Conditional Sale Agreement (hereinafter called the "Conditional Sale Agreement"); and

WHEREAS, the Builder thereafter assigned its rights under the Conditional Sale Agreement and its right, title and interest to the Equipment to the Assignee pursuant to an Agreement and Assignment dated as of September 1, 1973 (hereinafter called the "Assignment"), between the Builder and the Assignee; and

WHEREAS, a certain locomotive comprising said Equipment (hereinafter called "Unsuitable Equipment") has become unsuitable for use by the Company, and in accordance with the provisions of said Conditional Sale Agreement and in anticipation and consideration of the release of such Unsuitable Equipment, the Company has assigned and transferred to the Assignee other standard-gauge railroad equipment (hereinafter called the "Replacement Equipment"), other than work equipment, as specifically described in the First Supplemental Agreement dated as of June 1, 1987 ("First Supplemental Agreement"):

<u>Number of Units</u>	<u>Description</u>
1	Diesel Locomotive; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 9321.

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Conditional Sale Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the prior subjection and the Assignee's acceptance of the Replacement Equipment to the Conditional Sale Agreement pursuant to the First Supplemental Agreement thereto, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under the provisions of Article 8 of said Conditional Sale Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Assignee does hereby sell, assign, transfer and set over unto the Company all of the Destroyed Equipment which is specifically described herein and covered by the said Conditional Sale Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Assignee in and to the said Unsuitable Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Assignee hereby covenants with the Company, its successors and assigns, that the Assignee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer, any act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Assignee does hereby constitute and appoint LOUIS J. RAGUSA to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the State of New York or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the said Conditional

Sale Agreement, with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 18~~th~~ day of June, 1987.

METROPOLITAN LIFE INSURANCE COMPANY

By Louis J. Ragusa
Attorney

By Thomas E. Ruffin
Assistant General Counsel

ATTEST:

M. A. R. Clark
Assistant Secretary

STATE OF NEW YORK)
) ss.
CITY AND COUNTY OF NEW YORK)

On this 18th day of June, 1987 before me personally appeared THOMAS F. COOLICAN and LOUIS J. RAGUSA, to me personally known, who, being by me duly sworn, says that they are Assistant General Counsel and an Attorney, respectively, of METROPOLITAN LIFE INSURANCE COMPANY; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Brian C. Crombie
Notary Public

BRIAN C. CROMBIE
NOTARY PUBLIC, State of New York
No. 43-4849121
Qualified in Richmond County
Commission Expires October 31, 1989